NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## CORRECTION TO OIL, GAS AND MINERAL LEASE

Reference is hereby made to that certain Oil, Gas, and Mineral Lease (hereinafter referred to as "Subject Lease") dated the 8th day of November, 2006, by and between **John Jaso, a single person,** as Lessor, and **Dale Resources, L.L.C.,** as Lessee, whose address is 2100 Ross Ave Suite 1870 Dallas, TX 75201, which lease is recorded in Document# D206387039 of the Public Records of Tarrant County, Texas.

**WHEREAS**, the Subject Lease has been included in the following conveyances:

Conveyance by and between **Dale Resources**, **L.L.C.** as grantor and **Chesapeake Exploration L.L.C.** as grantee recorded as Document No. D207118883, Deed Records, Tarrant County, Texas.

Partial Assignment by and between **Chesapeake Exploration**, **L.L.C.** as assignor and **Total E&P USA**, **Inc.** as assignee recorded as Document No. D210019134, Deed Records, Tarrant County, Texas.

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and desires to amend the Lease as follows.

**WHEREAS**, the aforementioned assignees and grantees are collectively referred to as "Assignees."

**WHEREAS**, the Leased Premises described in the Oil, Gas and Mineral Lease reads as follows:

.1607 acres, more or less, being Lot 3B, Block 167, out of the M.G. Ellis Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Warranty Deed dated November 9, 2005 from Richard Jaso, Ruben Jaso, and Yolanda Habbal, as Grantors, to John Jaso, as Grantee, recorded in Instrument D205337307 of the Deed Records, Tarrant County, Texas.

**WHEREAS**, the description of the leased premises and the deed referenced within the land description do not include a plat reference. Furthermore, both the lease and the deed referenced within the land description incorrectly describe the Lot as "Lot 3B," Block 167, out of the M.G. Ellis Addition.

**WHEREAS**, it is the desire of said Lessor and Assignees to amend the land description of the Subject Lease.

**NOW THEREFORE**, the undersigned do hereby delete the land description in the Subject Lease in its entirety and in its place insert the following:

.1607 acres, more or less, being a portion of Lot 3, Block 167, M.G. Ellis Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat dated February 11, 1890, recorded in Plat Records, Tarrant County, Texas, Volume 63, Page 18, and being more particularly described in the Warranty Deed dated August 25, 2008, recorded in the Official Public Records, Tarrant County, Texas, Document No. D208340121, from John Jaso to Kusum Masters, SAVE AND EXCEPT the portion conveyed to the City of Fort Worth in the Judgment dated June 21, 1982, recorded in the Official Public Records, Tarrant County, Texas, Volume 7347, Page 991, Robert B. Gonzales, et al vs. the City of Fort Worth, Cause No. 153-66389-81.

**WHEREAS**, Lessor and Lessee desire to execute this instrument in order to correct the aforementioned mistake.

**FURTHERMORE**, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Assignees, the present owner of the Subject Lease, the premises described above, subject to and in accordance with all of the terms and provisions of the Subject Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED the <u>29</u> day of <u>September</u>, 2010, but for all purposes effective the 17th day, of May 2007.

Lessor: John Jaso

John Jaso

Page 2 of 5

Assignee:			
Chesaneake	Fynloration	1	1/0

By:\_

Henry J. Hood
Its: Senior Vice President Land and Legal & General Counsel

TOTAL E&P USA, INC.

Name: <u>Eric Bonnin</u> Note: Vice President, Business Development & Strategy

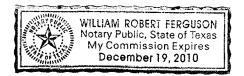
## Acknowledgments

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on <u>29</u> day of <u>Super</u>, 2010, by John Jaso.

Notary Public State of Texas Notary's name (printed): Notary's commission expires:



STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this day of 2010, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

Notary Public, State of Oklahoma

Notary's name (printed):

Notary's commission expires:

### STATE OF TEXAS

COUNTY OF HARAS

The foregoing instrument was acknowledged before me this 5th day of November 2010, by Fire Bonnings Vice President,

Breiness Development & Strategy of TOTAL E&P, USA, Inc., a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public

JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

PLEASE RETURN TO:
Danielle Akers, Curative Agent
Dale Property Services, L.L.C.
Stockyards Unit
500 Taylor Street, Suite 600, Annex Building
Fort Worth, TX 76102

#### SUZANNE HENDERSON

**COUNTY CLERK** 



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC 2100 ROSS AVE STE 1870 **DALLAS, TX 75201** 

Submitter: DALE RESOURCES LLC

# **DO NOT DESTROY** WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

11/29/2010 3:35 PM

Instrument #:

D210293065

LSE

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**PGS** 

\$32.00

Denless

D210293065

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES